Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at http://about.jstor.org/participate-jstor/individuals/early-journal-content.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

RECENT CASES

ASSIGNMENT—SALARY OF OFFICERS.—IN RE WILKES, 97 PAC. 677 (CAL.).—*Held,* that a city officer could not assign his monthly salary until it is fully earned.

The general rule of law on this point seems to be, that an assignment by a public officer, such as an assessor or a sheriff, of his unearned salary is invalid and contrary to public policy. *Stevenson v. Kyle,* 42 W. Va. 229; *Bowery National Bank v. Wilson,* 122 N. Y. 478. But this rule has been excepted to in several jurisdictions and it has been held. that a policeman elected for a term of four years with salary payable monthly, can make a valid assignment at the beginning of the month, of wages to be earned during that month. *Manly v. Bitzer,* 91 Ky. 596. Even a city officer, chosen for a year and liable to be removed from office at will of mayor, whose salary was payable quarterly, may legally make an assignment of a quarter's salary before the quarter expires. *Brackett v. Blake,* 7 Metc. (Mass.) 335. Analogous to these holding, it was said that the salary of a circuit judge to become due is a "possibility coupled with an interest," and as such, capable of being assigned. *State v. Hastings,* 15 Wis. 83.

CARRIERS—FREIGHT SHIPMENT—MISTAKE IN RATE.—HAURIGAN V. CHICAGO & N. W. RY. CO., 117 N. W. 100 (NEB.).—Under a statute similar to the second section of the Interstate Commerce Act it was *held,* that a contract between a railroad company and a shipper to transport merchandise for a less rate than that usually and regularly charged to others for similar and contemporaneous service is void, even though such rate was agreed to by mistake, and an action will not lie against the carrier for a breach of the contract, if it exacts the regular rate.

The English authorities hold that at common law, a carrier is not bound to carry at equal rates for all customers under like condition. *Garton v. B. & E. R. Co.,* 1 B. & S. 112; *McDuffee v. Portland & Rochester R. R. Co.,* 52 N. H. 430. In this country the courts have generally held otherwise on grounds of public policy. *C. & A. R. Co. v. People in ex rel.,* 67 Ill. 11; *Schofield v. Railway,* 43 Ohio St. 571. And that statutes prohibiting discrimination are merely declaratory of the common law. *Messenger v. Pennsylvania R. R. Co.,* 36 N. J. L. 407; *Sandford v. Railway,* 24 Pa. St. 378. *Contra*: *Fitchburg R. R. Co. v. Gage,* 78 Mass. 393; *Johnson v. Railway,* 16 Fla. 623. Under the Interstate Commerce Act and similar statutes it has been held that a contract for other than the schedule rate is absolutely void, even though made by mistake. *Gerber v. Wabash R. R. Co.,* 63 Mo. App. 145; *Chicago, R. I. & P. R. R. Co. v. Hubbell,* 54 Kans. 232; *Contra*: *Mobile & A. R. R. Co. v. Dismukes,* 94 Ala. 131. And where the plaintiff cannot recover without relying upon the void contract he must fail in his action. *Hancock v. L. & N. R. R. Co.,* 145 U. S. 426; *Rowland v. New York, etc. R. R. Co.,* 61 Conn. 103.